

CHRISTOPHER WEIDNER.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

RELATIVE TO

The claim of Christopher Weidner, for depredations committed by Kiowa Indians in 1868.

JANUARY 25, 1872.—Referred to the Committee of Claims and ordered to be printed.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., January 25, 1872.

SIR: The claim of Christopher Weidner, on account of depredations committed on his property by Kiowa Indians in 1868, is herewith submitted for the consideration and action of Congress under the fourth section of the act making appropriations for the Indian Department, approved July 15, 1870. (Statutes at Large, vol. 16, p. 360.)

A copy of the report of the Commissioner of Indian Affairs, dated the 24th March, 1871, in relation to the claim, is also herewith transmitted.

Very respectfully, your obedient servant,

C. DELANO, *Secretary.*

Hon. JAS. G. BLAINE,

Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR,

OFFICE OF INDIAN AFFAIRS,

Washington, D. C., March 24, 1871.

SIR: I have the honor to submit herewith a claim of Christopher Weidner, on account of a depredation committed by Kiowa Indians in August, 1868.

The claimant makes oath to the effect that, on or about the 1st of August, 1868, a party of Kiowa Indians came to his residence in Picketon County, Kansas, where he owned a chartered toll-bridge, and carried off or burned property belonging to him valued at \$2,388 25, an itemized account of which is embraced in his affidavit. He adduces the testimony of Mary Weidner, Stephen Weidner, and Cicero Weidner, who were, as they testify, personally cognizant of the depredation, being "near at the time and seeing the Indians leaving the place." The other

affiants in the case, Amos Chapman and Henry C. Beale, briefly depose to the fact of Kiowa Indians "carrying off or burning all the stock and fixtures" of the ranch of claimant, and of setting on fire all the surrounding out-houses, but they do not say they were eye-witnesses to the act of the Indians.

The case was presented to the Indians by the United States Indian agent, Laurie Tatum, as required by the seventeenth section of the intercourse act of June 30, 1834, who denied that the depredation was committed by their people. A copy of so much of the agent's letter, dated March 23, 1870, as relates thereto, is herewith transmitted.

From a careful examination of the testimony adduced in support of the claim, I am of the opinion that a depredation by Indians, probably Kiowas, upon the property of claimant at the time and place stated, was committed as charged; but as to the loss sustained in consequence thereof, I think it doubtful that it was to the extent claimed. The account is made up of many items of household goods, clothing, provisions, tools, &c., each article of which it is hardly possible claimant could have remembered as being in his possession at the time of the depredation. The three Weidners testify that they read claimant's affidavit; that of their knowledge the same is true, and that the articles enumerated therein by him were taken and carried away or burned as stated, and that the values placed upon the property are correct and just. It is questionable whether the affiants were sufficiently informed as to the property of claimant by personally having seen and examined the same, to be enabled to distinctly and satisfactorily say that all the described articles were, of their own knowledge, actually lost to the claimant, and that they were of the precise value charged. In my judgment most of the values are exorbitant. Regarding the testimony as insufficient upon these points, but believing that Mr. Weidner did sustain some loss by the act of the Indians, I suggest whether a deduction of 33 $\frac{1}{3}$ per cent. might not be reasonably made from the claim, and yet there be left a sum that would be a just remuneration for his loss. Should you concur in this view of the matter I respectfully recommend that the claim be laid before Congress for the action of that body under the fourth section of the act making appropriations for the Indian Department, approved July 15, 1870.

Very respectfully, your obedient servant,

H. R. CLUM,
Acting Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

OFFICE KIOWA AND COMANCHE AGENCY, INDIAN TERRITORY,
Thirdmonth 23, 1870.

Friend E. HOAG, *Superintendent Indian Affairs* :

Thou wilt find herewith inclosed the several claims of Chris. Weidner, Joel W. Curtis, and William S. Wilson against Indians of this agency, which claims, I learn, were presented to the Indians against whom they are preferred by late agent A. G. Boone, without eliciting any satisfactory information respecting them. I have since presented these claims to the chiefs and headmen of the Kiowas and Comanches, who deny that depredations alleged were committed by them, and say that they have no knowledge of the cases; that they have not been as far north as Fort Larned so lately as August, 1868, and they suppose the other claims of Wilson and Curtis are for depredations committed by the roving Indians of the Staked Plains.

Respectfully,

LAWRIE TATUM,
United States Indian Agent.

STATE OF KANSAS, *County of Shawnee, ss :*

Christopher Weidner, being first duly sworn, deposes and says that he is, and for one year last past has been, a resident of the county of Picketon, State of Kansas, where he resided on the 1st day of August, A. D. 1863, at Pawnee Fork, four miles east of Fort Larned, at which place he was the owner of a chartered toll-bridge, and at that time was the owner and in possession of the following property and merchandise; that on or about the 1st day of August, A. D. 1868, the Kiowa Indians burned and carried off the property enumerated below, viz:

4 feather-beds.....	\$180 00	9 shirts.....	\$36 00
8 feather-pillows.....	8 00	1 pair pants.....	10 00
2 feather-bolsters.....	4 00	3 soft robes.....	36 00
2 counterpanes.....	20 00	1 fine bowie-knife.....	4 00
6 bed-ticks.....	32 00	3 buckets.....	1 50
3 Mackinaw blankets.....	48 00	1 large wash-tub.....	2 00
12 gray blankets.....	60 00	1 table and 4 chairs.....	13 00
3 calico quilts.....	15 00	2 wagon-sheets.....	30 00
18 sheets.....	45 00	2 tents.....	30 00
34 pillow-slips.....	17 00	Books.....	40 00
1 bedstead.....	15 00	2 sets mule-harness.....	100 00
6 woolen quilts.....	18 00	3 new axes.....	4 50
53 towels.....	21 20	4 rifle-guns.....	32 00
1 stove and furniture.....	40 00	Ammunition.....	10 00
1 clock.....	15 00	40 pounds carbonate soda.....	14 00
3 sets plates.....	6 00	30 pounds candles.....	12 00
2 sets cups and saucers.....	3 00	45 pounds soap.....	9 00
3 stone jars.....	2 25	6 bottles pepper-sauce.....	1 80
4 large tin pans.....	4 00	3 cases matches.....	7 50
6 earthen dishes.....	3 00	10 pounds grape tobacco.....	10 00
6 glass dishes.....	3 00	10 pounds navy tobacco.....	10 00
3 sets knives and forks.....	3 00	1 copper kettle.....	9 00
2 sets silver tea-spoons.....	9 00	1 dozen live chickens.....	12 00
1½ sets silver tea-spoons.....	3 00	Smoking tobacco.....	12 00
1 dozen large iron spoons.....	1 00	30 pounds dried apples.....	7 50
5 ladies' dresses.....	25 00	50 pounds coffee.....	20 00
1 set under-clothes.....	14 00	1 box mustard.....	6 00
1 bonnet.....	5 00	1 lot medicine.....	15 00
1 girl's hat.....	4 50	Stove furniture.....	10 00
2 shawls.....	15 00	Set of blacksmith and other tools.....	300 00
1 set curtains.....	8 50	Value of blacksmith's shop, 20 by 20 feet.....	200 00
1 large cape.....	4 00	Value of ranch destroyed by fire, 16 by 75 feet.....	500 00
2 small capes.....	4 50	6 bottles Jamaica ginger.....	4 50
Silver coin.....	11 00	25 pounds lard.....	7 50
Jewelry.....	7 00	30 pounds Brazil-nuts.....	10 50
2 pairs gaiters.....	9 50	20 bales smoking-tobacco.....	15 00
3 pairs ladies' hose.....	3 00	2 cords wood.....	40 00
3 pairs gents' hose.....	1 50		
3 overcoats.....	30 00	Amount.....	2,388 25
1 dress-coat.....	20 00		
1 dress-coat.....	20 00		
3 linen coats.....	9 00		
5 pairs pants.....	30 00		
3 blouses.....	9 00		

and that he has not recovered any part of said property, nor received any pay therefor from the Government or Indians, and that he has not before made any written application for payment of the same, and that he has not sought any private revenge nor redress against said Kiowa Indians on account of said depredations, nor on any account whatever; and deponent further says that the Kiowa Indians acknowledged to him that they took the property above enumerated, and that he saw many of the articles in their possession; and that after the said Indians had moved their camp he visited the place and found pieces of the property taken; and deponent further says that the values named of the articles taken and destroyed are reasonable and just, and not above the market price at the date and place of said loss.

And deponent further solemnly swears that he is now, and always has been, a true and loyal subject of the United States; that he has never borne arms against the Government of the same, nor has he in any way or manner, either directly or indirectly, given aid, comfort, or assistance to the enemies, foreign or domestic, of the United States of America.

And further deponent says not.

C. WEIDNER.

STATE OF KANSAS, *County of Shawnee, ss :*

Subscribed in my presence and sworn to before me, a notary public in and for Shawnee County, Kansas, this 24th day of November, A. D. 1868.

[SEAL.]

WM. P. DOUTHITT,
Notary Public.

STATE OF MISSOURI, *Cass County, ss :*

Mary Weidner and Stephen B. Weidner, both of the county of Pike^leton, State of Kansas, being each first duly sworn, doth each depose and say, that they are personally well acquainted with Christopher Weidner, the claimant herein named; that they have carefully read the foregoing affidavit, and know the contents thereof, and that the same is true of their own knowledge, and that the articles enumerated were taken and carried away, or burned, as therein stated, and that the value therein charged is correct. That their knowledge of the above facts is derived from being near at the time and seeing the Kiowas leave the place, and from the confession, at the time, of Satanta, the Kiowa chief, that his people did the acts above named.

her
MARY + WEIDNER.
mark.
STEPHEN WEIDNER.

Witnesses:

HENRY JERARD.
F. K. KIRKPATRICK.

Subscribed and sworn to before me this 2d day of December, A. D. 1868. Given under my hand and official seal.

[SEAL.]

A. Y. BRIGGS,
Clerk Cass County Court.

STATE OF KANSAS, *County of Shawnee, ss :*

Cicero Weidner, of the county of Pike^leton, State of Kansas, being first duly sworn, deposes and says that he is personally well acquainted with Christopher Weidner, the claimant herein named; that he has carefully read the foregoing affidavit, and knows the contents thereof, and that the same is true of his own knowledge, and that the articles enumerated were taken, burned, and carried away, as therein stated, and that the value therein charged is correct and just. That his knowledge of the above facts is derived from being near at the time and seeing the Kiowa Indians leave the place with the goods in their possession.

CICERO WEIDNER.

Subscribed in my presence and sworn to before me, a notary public in and for said county of Shawnee, this 24th day of November, A. D. 1868.

[SEAL.]

WM. P. DOUTHITT,
Notary Public.

UNITED STATES,

To CHRISTOPHER WEIDNER,

Dr.

For property taken or destroyed by the Kiowa Indians on or about the 1st day of August, A. D. 1868, consisting of household furniture, wearing apparel, jewelry, silver coin, books, provisions, blacksmith shop and tools, ranch, tobacco, &c., &c., worth

\$2,388 25

STATE OF KANSAS, *Fort Larned, ss :*

Personally appeared before me, the post adjutant for the post of Fort Larned, Mr Amos Chapman, who, being duly sworn, testifies as follows: That on or about 4 o'clock p. m. on the 1st day of August, 1868, a party of Kiowa Indians, some in number, came to the ranch of Mr. Christopher Weidner, situated four miles east of the post of Fort Larned, and after carrying off or destroying all the stock and fixtures of said ranch, set it on fire, and all the surrounding out-houses as well.

AMOS CHAPMAN.

Sworn and subscribed to before me this 7th day of November, 1868.

C. L. UMBSTAETTER,
First Lieutenant Third Infantry, Post Adjutant.

STATE OF KANSAS, *Fort Larned, ss :*

Personally appeared before me, the post adjutant for the post of Fort Larned, Mr. Henry O. Beal, who, being duly sworn, testifies as follows: That on or about 4 o'clock p. m. on the 1st day of August, 1868, a party of Kiowa Indians, some twenty in number, came to the ranch of Mr. Christopher Weidner, situated four miles east of the post of Fort Larned, and after carrying off or destroying all the stock and fixtures of said ranch, set it on fire, and all the surrounding out-houses as well.

HENRY O. BEAL.

Sworn and subscribed to before me this 9th day of November, 1868.

C. L. UMBSTAETTER,
First Lieutenant Third Infantry, Post Adjutant.

Know all men by these presents, that I, Christopher Weidner, of Picketon County, in the State of Kansas, have made, constituted, and appointed, and by these presents do make, constitute, and appoint W. D. Blackford, of Washington, D. C., my true and lawful attorney, irrevocable, for me and in my name, place and stead, hereby annulling and revoking all former powers of attorney or authorizations whatever in the premises, to ask, demand, collect, and receive payment for a certain claim against the United States Government for certain property taken and destroyed by the Kiowa Indians at Pawnee Fork, State of Kansas, on August 1, 1868, valued at \$2,388 25, and to, from time to time, furnish any further evidence necessary or that may be demanded to perfect my claim by any of the Departments, Congress, Indian Department, or commissioners, giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present at the doing thereof, with full power of substitution and revocation, and to receipt and sign all vouchers, hereby ratifying and confirming all that my said attorney or his substitute may or shall lawfully do or cause to be done by virtue hereof.

In witness whereof I hereunto set my hand and seal this twelfth day of January, eighteen hundred and sixty-nine.

C. WEIDNER. [L. s.]

Two witnesses:

CHARLES WALTER.

DISTRICT OF COLUMBIA, *County of Washington, ss :*

Be it known that on this twelfth day of January, in the year eighteen hundred and sixty-nine, before me, the undersigned, a notary public in and for said county and District of Columbia, personally appeared Christopher Weidner, to me well known to be the identical person who executed the foregoing letter of attorney, and the same having been first read over to him and the contents thereof explained, acknowledged the same to be his act and deed, and that I have no interest, present or prospective, in the claim.

In testimony whereof I have hereunto set my hand and affixed my seal of office the day and year last above written.

[SEAL.]

CHARLES WALTER,
Notary Public.

H. Ex. 94—2